

**Minnesota Department of Health
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and CITY OF BLOOMINGTON CHB, an independent organization, not an employee of the State of Minnesota, 1800 W. Old Shakopee Rd , Bloomington, MN 55431, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00077 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes Section 145.894(b) and Minnesota Rules 4617.0030, is authorized to enter into contractual agreements for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC Program"), and the Food and Nutrition Service of the U.S. Department of Agriculture ("USDA") has promulgated Title 7, Code of Federal Regulations ("7 C.F.R."), Part 246, under Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), to carry out the WIC Program (CFDA #10.557). Accordingly, the STATE is empowered to administer the WIC Program; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ***Incorporation of Master Grant Contract.*** All terms and conditions off the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. ***Term of Agreement.***
 - 2.1 ***Effective date.*** This grant project agreement shall be effective on January 1, 2016, **or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.**
 - 2.2 ***Expiration date.*** December 31, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. ***Grantee's Duties and Responsibilities.***

The GRANTEE shall:

- A. Perform all LOCAL AGENCY duties and administer a WIC Program within its designated service area or population in an efficient and effective manner and in compliance with: the most recent edition of the Minnesota WIC Program Operations Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions.

The GRANTEE'S Application for the Administration of a Local WIC Project, January 1, 2015 to December 31, 2020 ("GRANTEE'S Application"), as may be amended by

written agreement between the parties, is hereby made a part of this project agreement, and includes GRANTEE'S designated service area or population. In cases of conflict between this project agreement and the GRANTEE'S Application, this project agreement shall govern.

- B. Employ sufficient competent professional authorities capable of performing, in accordance with MOM, Minnesota Rules Chapter 4617, and 7 CFR Part 246, the following duties described in MOM: performing WIC Program certification procedures; providing nutrition education and referrals; and providing services to high risk participants.
- C. Determine eligibility and certify persons eligible for the WIC Program according to established certification procedures, document certification actions, provide WIC Program benefits on a timely basis to certified persons, and reassess eligibility at the prescribed intervals.
- D. Make available appropriate health services to participants and inform applicants of the health services which are available. Health services may be made available through referral.
- E. Have a health services plan for continued efforts to make health services available to participants.
- F. Develop a nutrition education plan, including breastfeeding promotion, which: (1) is consistent with 7 CFR, section 246.11, paragraph (d)(2), as amended; (2) is consistent with Minnesota Rules, Chapter 4617; (3) is consistent with MOM; (4) includes the criteria used to select participants for high-risk nutrition education; and (5) includes the criteria the GRANTEE uses to determine which participants will receive an individual nutrition care plan.
- G. Provide nutrition education and breastfeeding promotion to WIC Program participants in accordance with the GRANTEE'S Nutrition Education Plan.
- H. Serve WIC participants and perform WIC Program certification procedures using the STATE'S WIC computer system provided by the STATE.
- I. Establish and maintain accountability and inventory controls over WIC voucher stock.
- J. Reimburse the STATE for payments previously paid to the GRANTEE pursuant to Clause 4 of this project agreement for costs found to be in excess of the GRANTEE'S written grant letters; for costs deemed to be improper, unallowable, or undocumented as the result of an audit, review, or other examination; and for the cashed value of any WIC Program food vouchers which may be stolen from or lost by the GRANTEE or issued by the GRANTEE to persons other than properly certified WIC Program participants or their authorized proxies.
- K. Maintain complete, accurate, documented and current program and fiscal records and files, on a federal fiscal year basis (October 1st through the following September 30th), in accordance with State financial management requirements, Rules, policies and procedures including MOM, 7 CFR Parts 246 and 3015 to 3019, 45 CFR Part 92, and USDA guidelines and instructions, including source documentation to support WIC Program activities and expenditures made under the terms of this project agreement.

- L. Submit financial reports in a form prescribed by the STATE.
1. The GRANTEE shall provide the STATE by the twentieth (20th) day of each month the Claim for Reimbursement/Report of Expenditures form, which shall include: a summary of the funds actually expended during the report period by budget line item, the amount of funds currently obligated, the amount of funds expended federal fiscal year-to-date (October 1st through September 30th), and the amount of WIC Program cash on hand, if any.
 2. The GRANTEE shall submit a final Claim for Reimbursement/Report of Expenditures form to the STATE on or before the December 20th immediately following the end of each federal fiscal year (September 30th). Payments for said federal fiscal year might not be made for claims filed after this date.
 3. The GRANTEE shall provide the STATE with an annual expenditure plan before the deadline specified by the STATE. The STATE shall specify the deadline in a memorandum to the GRANTEE at least four weeks before the deadline. The annual expenditure plan must indicate the GRANTEE'S federal fiscal year (October 1 through September 30) budget for costs, and all budget data prescribed by the STATE in its guidance to GRANTEE.
- M. Submit timely reports to STATE, as specified in MOM or requested by STATE.
- N. During normal working hours, provide access to authorized representatives or agents of USDA, the Department of the Comptroller General of the United States, the STATE, the Legislative Auditor, the State Auditor, and any independent auditor designated by the STATE, to the GRANTEE'S records, documents, financial statements, and accounting procedures and practices related to this Project agreement for purposes of inspecting, auditing, or copying, and as may be necessary for the State to comply with the Single Audit Act of 1984, as amended (31 U.S.C. section 7501 et seq.), 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- O. Maintain records sufficient to reflect all costs incurred by the GRANTEE in its performance of this Project agreement.
- P. Use the STATE's WIC computer system to maintain participant records on file and have records available for review, audit, and evaluation.
- Q. Comply with the following statutes and the regulations adopted under them, to the extent that these statutes and regulations are applicable to the GRANTEE: (1) Title VI of the Civil Rights Act of 1964, United States Code, title 42, sections 2000d to 2000d-4a, as amended; (2) Title IX of the Education Amendments of 1972 United States Code, title 20, sections 1681 to 1688, as amended; (3) section 504 of the Rehabilitation Act of 1973, United States Codes, title 29, section 794, as amended; (4) the Age Discrimination Act of 1975, United States Code, title 42, sections 6101 to 6107, as amended; and (5) the Americans with Disabilities Act of 1990, United States Code, title 42, sections 12101 to 12213, as amended.
- R. Ensure that the GRANTEE does not discriminate against any person on the grounds of race, color, national origin, age, sex, or disability.

- S. To permit the effective enforcement of clauses (Q) and (R) of this project agreement, compile data, maintain records, and submit reports as required by the STATE.
- T. Ensure that all new GRANTEE staff must be trained as specified in MOM.
- U. Cooperate with the STATE in connection with monitoring reviews performed under 7 C.F.R. § 246.19(b).
- V. If the STATE'S report of a monitoring review of the GRANTEE contains a finding of program noncompliance, the GRANTEE shall submit to the STATE a corrective action plan, including implementation timeframes, by the deadline specified by the STATE.
 - 1. If the STATE disapproves the corrective action plan, the GRANTEE shall submit to the STATE, by the deadline specified by the STATE, another corrective action plan that addresses the reasons for disapproval.
 - 2. If the STATE approves a corrective action plan, the GRANTEE shall comply with the plan.
- W. Ensure that no conflict of interest exists between the GRANTEE and the STATE.
- X. Ensure that no controlling person of any Minnesota WIC vendor and no spouse, child, or parent of any controlling person of any Minnesota WIC vendor:
 - 1. is employed by the GRANTEE in a capacity that allows the employee access to WIC vouchers; or
 - 2. has a direct or indirect financial interest in the GRANTEE.

4. Consideration and Payment.

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid through quarterly funding letters based on available funding and the estimated number of participants to be served for the upcoming quarter. Funding levels will be adjusted after the closeout for each quarter based on actual number of participants served. The GRANTEE will be reimbursed on a monthly basis based on claimed expenses as outlined in 3(L)(1) of this grant project agreement.

4.2 Terms of Payment.

The STATE agrees to:

- A. Provide base funding on a per participant basis, in an amount which is determined periodically based upon available federal funds, in consideration for all services performed by the GRANTEE pursuant to this project agreement, not to exceed an amount established in written grant letters, which upon execution by the Commissioner of Health shall be a part of this Project agreement. Such payment for services shall be contingent upon receipt of funds from USDA, a properly submitted Claim for Reimbursement/ Report of Expenditures form from the GRANTEE, and the acceptance of such services by the STATE'S authorized

representative pursuant to clause 7 of this project agreement. The STATE may, at the option of the STATE, withhold from such payment any or all amounts for which the GRANTEE is required to reimburse the STATE under clause 3 (J) of this project agreement.

- B. Provide supplemental funding to reimburse GRANTEE for above average travel requirements, participation in STATE-sponsored work groups, or for other activities as approved by the STATE, if federal funds are available for those purposes. Determination of the amount of such supplemental funding shall be made by STATE after reviewing the availability of federal funds for those purposes.
- C. Make payments from federal funds obtained by the STATE through Title 7, Part 246 of the Child Nutrition Act of 1966 (42 U.S.C. section 1786) and amendments thereto.
- D. Provide technical assistance and consultation to enable the GRANTEE to establish and administer a WIC Program.
- E. Provide appropriate forms and materials necessary to establish and administer a WIC Program.
- F. Provide access to 7 CFR Part 246, the Minnesota WIC Program Operations Manual, Minnesota Rules Chapter 4617, State policies and procedures, and other instructions and guidelines on a timely basis necessary to establish and administer a WIC Program.
- G. Provide training for new GRANTEE staff.

5. *Conditions of Payment.* All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6. *Ownership of Equipment.*

Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. *Authorized Representatives.*

7.1 *STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is Betsy Clarke, WIC Program Director, Minnesota Department of Health, 85 East 7th Place, PO Box 64882, St. Paul, MN 55164-0882, phone 651-201-4403 or her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's

Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE's Authorized Representative. The GRANTEE's Authorized Representative is James D. Verbrugge, City Manager, 1800 W. Old Shakopee Rd, Bloomington, MN 55431, 952-563-8780, or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. Termination

8.1 Termination by the STATE. The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 Termination for Insufficient Funding. The STATE may immediately terminate this grant project agreement if it does not obtain funding from USDA funds; or if funding cannot be continued at a level sufficient to allow for the payment of the scope of work covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

8.4 Should this project agreement be completed or expire, terminate, or be cancelled on or before December 31, 2020 and in the absence of the STATE and GRANTEE entering into a subsequent grant project agreement under which GRANTEE will immediately continue to administer the WIC Program, the GRANTEE shall, within forty-five (45) days of the effective date of termination or cancellation:

1. shall liquidate all unpaid obligations related to the WIC Program incurred prior to the end of the project agreement and shall submit a detailed accounting of these cumulative expenditures to the STATE;
2. refund to the STATE all remaining unexpended monies received from the STATE under this project agreement; and
3. remit to the STATE all equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its

obligations under this project agreement and related to and funded in part or whole by the STATE.

9. Other Provisions.

- 9.1 **OWNERSHIP OF EQUIPMENT; INSURANCE ON AND LIABILITY FOR EQUIPMENT.** Notwithstanding anything in the MASTER GRANT CONTRACT, any equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its obligations under this project agreement and related to and funded in part or whole by the STATE (hereinafter collectively referred to as the "Equipment"), shall be the exclusive property of the STATE and all of the Equipment shall be remitted to the STATE by the GRANTEE upon completion, termination, or cancellation of this project agreement. The GRANTEE shall not use, willingly allow, or cause to have the Equipment used for any purpose other than performance of the GRANTEE'S obligations under this project agreement, without the prior written consent of the STATE.
- 9.2 The GRANTEE shall maintain insurance on all of the Equipment at all times unless and until the STATE receives all of the Equipment upon completion, termination, or cancellation of this project agreement. The insurance maintained by the GRANTEE shall cover all loss or damage to the Equipment caused by theft, vandalism, fire, or other casualty, and shall be in an amount sufficient to cover replacement of all Equipment with substantially identical items. In the event of any loss of or damage to any of the Equipment, including any loss or damage caused by GRANTEE or its agents or employees and any loss or damage from theft, vandalism, fire, or other casualty, the GRANTEE shall, at the expense of the GRANTEE, fully repair all damaged Equipment and replace all lost Equipment with substantially identical items. The GRANTEE shall not use any funds from the STATE to repair or replace any lost, stolen, or damaged Equipment.
- 9.3 In the event of any computer breakdowns, including any malfunction of computer hardware or software or both, the GRANTEE shall contact the Service Provider contracted by the STATE to fully repair or, if necessary, replace the computer hardware or software or both to enable the computer hardware and software to operate properly. The GRANTEE shall not, without the prior written consent of the STATE, modify the Equipment that is computer equipment or computer software.
- 9.4 **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
1. Notwithstanding anything in clause 10 of the MASTER GRANT CONTRACT, STATE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this project agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").
 2. The GRANTEE hereby assigns to the STATE all rights, title and interest to the MATERIALS. GRANTEE shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights,

patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this project agreement by the GRANTEE, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the GRANTEE upon completion, termination, or cancellation of this project agreement. The GRANTEE, its employees and any subgrantees, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the GRANTEE'S obligations under this project agreement without the prior written consent of the STATE'S Authorized Representative.

2. GRANTEE represents and warrants that MATERIALS produced or used under this project agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this project agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

9.5 DISPUTES REGARDING REIMBURSEMENT BY GRANTEE. If there is a dispute regarding whether or not the GRANTEE must reimburse the STATE any moneys under clause 3 (J) of this Project agreement, and if the WIC Program Director decides that the GRANTEE is required to reimburse the STATE in any amount, then the STATE may, at its option, withhold payment under clause 4 of this Project agreement, regardless of whether or not GRANTEE has requested an administrative hearing under clause 13 of the MASTER GRANT CONTRACT.

9.6 PAYMENTS MAY BE INSUFFICIENT. GRANTEE understands that payments from the STATE under this project agreement may not be sufficient to pay all expenses incurred by the GRANTEE in performing services pursuant to this project agreement. If payments from the STATE are insufficient to pay all such expenses, this shall not relieve the GRANTEE of any of its duties under this project agreement.

9.7 GRANTEE shall not assign, transfer, or subcontract any rights or obligations under this Agreement without the prior written consent of the STATE. The GRANTEE is responsible for holding any subcontracting entities to the same standards required of the GRANTEE in this agreement.

9.8 Data Privacy Practices: The GRANTEE and the STATE must comply with 7 CFR Part 246.26 and MOM as it applies to all WIC data created, collected, received, stored, used, maintained, or disseminated as a part of this grant project agreement WIC data that individually identify an applicant or participant and/or family member(s) are private data and must be protected as such.

10. SURVIVAL OF TERMS. The following paragraphs survive the expiration or cancellation of this project agreement: 9.4 Ownership of Materials and Intellectual Property Rights; and 9.5 Disputes Regarding Reimbursement by GRANTEE.

IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Its Mayor

Date: _____

By: _____

Title: Its City Manager

Date: _____

Reviewed and approved by the City Attorney.

2. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

*Agency – Original (fully executed) Grant Project Agreement
Grantee
State Authorized Representative*